

KIMBERLIN, INC.**GRANTOR****TO****WARRANTY DEED****THOMAS K. CLEVELAND, SR., ET UX****GRANTEES**

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, KIMBERLIN, INC., does hereby sell, convey and warrant unto THOMAS K. CLEVELAND, SR. and wife, MARIE CLEVELAND, as tenants by the entirety with full rights of survivorship and not as tenants in common, the land lying and being situated in DeSoto County, Mississippi, more particularly described as follows, to-wit:

Lot 16, Section "A", Lamar Place Subdivision, in Section 10, Township 3 South, Range 8 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 76, Pages 30-31, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

The warranty in this deed is subject to subdivision and zoning regulations in effect in DeSoto County, Mississippi, to rights of way and easements for public roads and public utilities, and to the restrictive covenants of record for said subdivision.

Possession is to be given with this Deed. The 2002 Property Taxes have been prorated.

STATE MS. - DESOTO CO.
FILED

OCT 11 3 27 PM '02

BK 430 PG 242
W.E. DAVIS CH. CLK.

WITNESS my signature this the 8th day of October, 2002.

KIMBERLIN, INC.

BY:

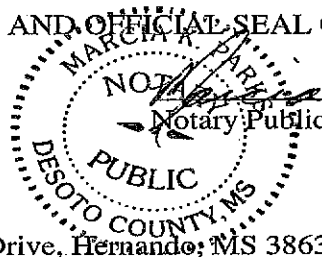
JIM KIMBERLIN, PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority of law in and for the State and County aforesaid, the above named JIM KIMBERLIN, PRESIDENT of KIMBERLIN, INC., who acknowledged that he signed and executed the above and foregoing instrument for the purposes therein mentioned as the PRESIDENT of KIMBERLIN INC., with full authority so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE this the 8th day of October, 2002.

My Commission Expires:
4/4/2006



Address of Grantor: 625 Fairway Drive, Hernando, MS 38632
Residence Phone: NA
Business Phone: 662/429-5776

Address of Grantee: 2488 Lamar Place North, Hernando, MS 38632
Residence Phone: NA
Business Phone: 662/429-0409

Prepared by: JAMES W. AMOS, ATTORNEY AT LAW, MSB #1559
2430 CAFFEY ST., HERNANDO, MS 38632
PHONE: 662-429-7873

RESTRICTIVE COVENANTS OF LAMAR PLACE SUBDIVISION

The following restrictive covenants shall apply to all of the remaining lands and lots in Lamar Place Subdivision owned by the undersigned developer, as shown on the plat recorded in Plat Book 76, Page 30-31, in the records of the Chancery Clerk of DeSoto County, Mississippi, said property located in Section 10, Township 3 South, Range 8 West DeSoto County, Mississippi. A notation shall be made on the face of the plat referenced above of the filing of these **RESTRICTIVE COVENANTS OF LAMAR PLACE SUBDIVISION**.

1. No building shall be permitted on any lot where the heated area of the main structure, exclusive of open porches and garages, is less than One Thousand Six Hundred (1600) square feet for a lone story dwelling and for one and one-half and two-story dwellings not less than One Thousand Six Hundred (1600) square feet with a minimum ground floor heated area of One Thousand Two Hundred (1200) square feet. Total area under roof must be a minimum of One Thousand Eight Hundred Fifty (1850) square feet.
2. No structure of a temporary nature such as trailer, basement, tent, shed, garage, barn, motor home, or other out-building shall at any time be used, either temporary or permanently, as a residence.
3. No shell-type or modular-type home will be permitted or erected in this subdivision. All houses must be on new construction. No house may be moved into the subdivision except by written permission of the developer.
4. No lot shall be used for any purpose other than single family residential purpose. No building shall be erected, altered, placed, or permitted to remain on any lot other than one building, a private garage for not more than three vehicles and separate detached buildings incidental to residential use. Two or more lots may be combined for use as one lot and in such case the interior lot lines may be disregarded and the utility easements (unless in use) will be automatically revoked. In the event such lots are combined under one ownership for use as a single lot, no part of the combined lot may be sold or conveyed, except to the original size of the lots before being combined. No single lot may be subdivided into two or more lots for the purpose of building another dwelling.
5. All dwellings or other structures on the lots must be in compliance with the requirements of the municipal and county planning commission.
6. No noxious or offensive trade or activity may be carried on upon any lot nor shall anything be done thereon which may be, or become, a nuisance or annoyance to the neighborhood. No business or trade of a commercial nature may be carried on upon any lot. All lots and houses are to be for a residential use only.

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7. No animals, livestock, or poultry of any kind may be raised, bred, or kept on any lot except that dogs, cats, ponies, and horses may be kept in a limited number and manner for personal use and enjoyment. No livestock shall be kept for any type commercial use or activity with the subdivision. Appropriate buildings and enclosures for such animals or pets must be provided. Ponies and horses shall be limited to a combined total of not more than two per acre of land. No hogs, cattle, chickens, or goats are to be kept on any lot.
8. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or customary signs used by a builder to advertise the property during the construction and sale.
9. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown by the plat.
10. No cyclone or wire fence shall be erected on any portion of the front yard of any lot or the side yard on any corner lot fronting on a street. Any fences facing a street shall not be cyclone or wire type fence. Decorative type fences less than three feet in height may be located within a yard adjoining a public street but no closer than ten (10) feet to the street right-of-way.
11. Trash, garbage, rubbish, and other waste shall be kept in sanitary containers specifically designed for the purpose. All equipment for the storage or disposal of such materials shall be approved by the appropriate governmental entity and shall be kept in a clean, sanitary and orderly condition.
12. No building shall be erected, placed or altered on any lot in this subdivision until the building plans, specifications on plot plan, showing the location of such building, shall have been approved in writing by the developer as to the conformity and harmony with existing structures in the subdivision. In the event that the developer fails to approve or disapprove such design and location within a thirty (30) day period after said plans and specifications have been submitted, or if no litigation to enjoin the erection of such building prior to the completion thereof, such approval will not be required and this covenant shall be deemed fully satisfied. Approval of the submitted building plans, and specifications shall not be unreasonably withheld. The developer shall not be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of the developer shall cease on and after thirty years from the date this instrument is recorded in the office of the Chancery Clerk of DeSoto County, Mississippi. Thereafter the approval described in this covenant shall not be

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required unless, prior to the said date, a written instrument shall be executed by the then record owners of the majority of the lots in the subdivision and duly recorded appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by the developer.

13. Construction of any dwelling shall be completed within twelve (12) months from commencement of construction.
14. No vehicle of any kind shall be kept in the subdivision unless it displays a current license plate and current inspection sticker, except for tractors used for property maintenance only. No junk automobiles or any mechanical devices that are visually in need of repair shall be kept on any lot at any time for any purpose. Any junk automobile or mechanical device that is kept within the right-of-way of the existing street shall be subject to removal without the permission of the owner of same. No motor homes shall be kept on any lot or on the road right-of-way for longer than one 24 hour period. No engine hoist or similar mechanical tools shall be kept on any subdivision lot.
15. No drilling, oil development operations, refining, gravel mining or mining operations or procedures shall be permitted upon or in any lot, nor shall oils wells, tanks, tunnels, gravel excavation or shafts be permitted upon or in any lot.
16. These covenants, limitations and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them until thirty (30) years after this instrument is recorded in the Chancery Clerk's office, at which time said covenants, limitations and restrictions shall automatically extend for successive ten-year periods unless by a vote of the majority of the then owners of lots in this subdivision, it is agreed to change said covenants in whole or in part which vote shall be reduced to writing and filed in the Clerk's office.
17. These covenants, limitations and restrictions, or any of them, may be amended only by instrument executed by the developer or by the owners, as the case may be, of at least seventy-five percent (75%) of the lots in the subdivision, including any additions thereto.

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DATED this the 17th day of September 2002.

K & C DEVELOPMENT COMPANY, INC.

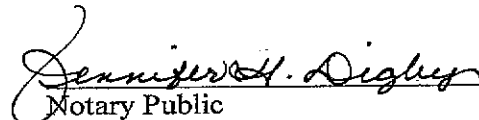

By: JIM KIMBERLIN, Secretary-Treasurer

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally came and appeared before me, the undersigned authority in and for the State and County aforesaid, the within named JIM KIMBERLIN, Secretary – Treasurer of K & C DEVELOPMENT COMPANY, INC., who acknowledged that he signed and delivered the above Restrictive Covenants of Lamar Place Subdivision for and on behalf of said corporation as its act and deed after first being duly authorized so to do on the date therein mentioned and for the purposes therein expressed.

GIVEN under my hand and official seal of office this the 17th day of September 2002.


Notary Public

My Commission Expires:

Notary Public State of Mississippi At Large
My Commission Expires: October 17, 2002
Bonded Thru Helden, Brooks & Garland, Inc.

This document prepared by:

LEIGH A. RUTHERFORD, Attorney at Law
2430 Caffey Street, Suite B,
Hernando, MS 38632
662-449-0422